

SERIAL 10111 S ELECTRONIC RESOURCES & MULTI MEDIA DOWNLOADS-MCLD

DATE OF LAST REVISION: January 12, 2011 CONTRACT END DATE: January 31, 2014

CONTRACT PERIOD THROUGH JANUARY 31, 2014

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **ELECTRONIC RESOURCES & MULTI MEDIA DOWNLOADS-MCLD**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 12, 2011**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Materials Management

JM/mm
Attach

Copy to: Materials Management
 John Werbach, Library District

(Please remove Serial 04147-S from your contract notebooks)

ELECTRONIC RESOURCES & MULTI MEDIA DOWNLOADS-MCLD

1.0 INTENT:

The intent of this solicitation is to establish a multiple-award contract for any type of downloadable and/or aggregated electronic book, music or other resource and any related and/or supporting services.

Vendors may be added during the life of the contract as appropriate to meet the Maricopa County Library District's needs and the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order.

Each year the amount spent on these items will be based on the budget approved by the Library District's Board of Directors for that fiscal year.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.12 and 2.13, below).

2.0 TECHNICAL SPECIFICATIONS for Books:

2.1 CONTENT/CUSTOMER LEVELS:

Content is to be for the following Customer Levels:

- 2.1.1 Adult – we are interested in providing information to the general population for leisure, personal interests, general knowledge, and life-long learning
- 2.1.2 Juvenile – we are interested in providing information for leisure, personal interests and to ensuring adequate content for our K-12 customers.
- 2.1.3 Young Adult – we are interested in content for leisure interests as well as educational support.

2.2 LANGUAGES OTHER THAN ENGLISH:

Spanish language resources, or resources with the ability to serve Customers in languages other than English, should be addressed for the general population and in all Customer Levels as described in Section 2.1. Regional Spanish dialect is preferred.

2.3 DELIVERY METHOD:

It is preferred that resources be delivered via the Internet to library service locations (i.e.: library buildings) in Maricopa County, Arizona. Remote access to these resources from our customer's homes or offices is considered a standard service by The Library District. Either the Contractor and/or The Library District will implement proper customer authentication methods. The Library District currently takes appropriate measures to ensure that electronic resources are only used by authorized customers of our branches and will continue to do so under the resulting contract.

2.4 RESOURCES and/or SERVICES:

- 2.4.1 This contract covers any type of downloadable and/or aggregated electronic book or other resource and any related and/or supporting services. Additionally, any other formats (currently existing, in development, or not yet developed) chosen through the life of the contract that are appropriate for use in the public library setting may be purchased against the resulting contract.
- 2.4.2 Where applicable and appropriate, Contractor would provide server space, customized website and related resources and services.

2.4.3 Preferred Features

Preferred Features set forth in this section indicate the minimal information to be considered, capabilities that are desired or minimum performance levels that are desired. A written response to each section below should detail how the vendor offers the preferred feature.

2.4.3.1 Copyright and Royalty Fees shall be Included in Price

2.4.3.2 Statistics

The contractor shall provide usage statistics, in an electronic format, to District at no additional charge, upon request.

2.4.3.3 Remote Access

The vendor shall provide Remote Access. "Remote access" is defined as access from workstations in buildings on the same telecommunications network as the library (e.g., county government, city government, etc.), and access from home, office or other outside-the-library locations used by the library's customers.

2.4.3.4 Seamless integration

There shall be seamless integration with the District's website, patron authentication, and catalog systems using standard protocol.
It is our intention to integrate Customer title records for electronic resources with other materials.

2.4.3.5 Printing Results

End user shall have ability to print.

2.4.3.6 Training

On-site &/or distance learning options are our first preference. Online tutorials or other self-training tools may be considered.

2.4.3.7 MARC Catalog Records

Vendor shall provided MARC records for integration into the Library District's catalog. Direct links from the Library District's catalog to the digital title page, or appropriate destination will be provided to customers for resource access.

2.4.3.8 Enhanced Metadata

Metadata support (images/cover art) including information about the collection (title, artist, reviews, and genre) may be considered a plus.

2.4.3.9 Collection Development Tools

Collection Development tools shall be available to allow development of the MCLD electronic resources. The Library District will be able to search for titles using various limiting options (i.e. format, language, subject, and publisher).

2.4.3.10 Purchase Order Tools

Purchase Order Tools shall be made available that develop lists, provide pricing and facilitate invoicing and payment.

2.4.3.11 Provide a comprehensive; yet brief description (300 words or less) of the resources or services you are proposing. Include any applicable requirements.

2.5 PRICING:

Using current prices identify and price each resource or service that is described in 2.4 above on ATTACHMENT A.

2.6 ADDITIONAL CHARGES:

Any charges not delineated in the proposal, including but not limited to service charges, shall not be added to resources or services purchased under the terms of the contract without written consent of Maricopa County.

2.7 TAXES:

2.7.1 Libraries in the State of Arizona are exempt from any out-of-state tax on the purchase of books, electronic information and audio/visual materials.

2.7.2 Libraries in the State of Arizona are exempt from in-state transaction privilege (sales) tax on the purchase of books, electronic information, and audio/visual materials.

2.7.3 An In-State Contractor may only charge the city sales tax for the city within which they (the Contractor) are located. The exception to this is where the Arizona City has also exempted these taxes. As of April 1, 2000, only two (2) Arizona cities had NOT passed this sales tax exemption.

2.7.4 Applicable city sales taxes shall be imposed only on materials purchased. No tax shall be levied against labor. Pricing for services is to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the respondent to determine any and all taxes and include the same in price for labor.

2.8 SPECIFICATIONS FOR MUSIC:

2.8.1 Contractor shall provide access for pre-bundled downloadable, major label music to District as follows:

2.8.2 There must be at least 400,000 song titles available in the database of available songs to download by library customers.

2.8.3 The newest song releases must be added to the database of available songs on a weekly basis.

2.8.4 The database of available songs must be made up of a wide range of music, encompassing multiple genres, including Pop, Rock, Country, R&B, Rap, Hip-Hop, Jazz, Heavy Metal, Soul, Gospel, Christian, Classical, Instrumental, Vocal, New Age, and others.

2.8.5 There will be no download manager; customers would use the browser to download.

2.8.6 There will be no digital rights management (DRM) so that the file will play on anything.

2.8.7 There should be no platform fees.

2.8.8 There will be seamless integration with the District's website, patron authentication, and catalog systems using standard protocol.

2.8.9 Direct links from the District's catalog to the download page, or appropriate destination, must be provided so that customers can access the resource.

2.8.10 Online tutorials or other self-training tools may be considered.

2.8.11 Tools are required that will assist the District customers in searching for titles using various limiting options (i.e. genre, artist, title, etc.)

- 2.8.12 Metadata support (images/cover art) including information about the collection (title, artist, reviews, and genre) may be considered a plus.
- 2.8.13 The District will have the ability to limit the number of downloads and ability to buy more downloads at any time.
- 2.8.14 The contractor will provide usage statistics, in an electronic format, to District at no additional charge, upon request.
- 2.8.15 The contractor will provide capability for a “real-time” activity report.
- 2.8.16 Each unit of service (music download) will be considered satisfactory, unless there is a customer complaint on quality or difficulty.

2.9 **ACCEPTANCE:**

For Customer’s Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the “Test Period”) that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, (“Specifications”). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification (“Deficiency Statement”) within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.10 **INVOICES AND PAYMENTS:**

- 2.10.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Description of Purchase (product or services)
 - Pricing per unit of purchase
 - Extended price
 - Total Amount Due
- 2.10.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.10.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/) .

- 2.10.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.11 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.12 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.13 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

- 3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to,

attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 ORDERING AUTHORITY:

3.7.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.7.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.7.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.7.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.8 REQUIREMENTS CONTRACT:

3.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.8.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.10 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.11 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.13 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.14 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount

of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.15 SUBCONTRACTING:

3.15.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.17 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.18 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.19 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.24 ALTERNATIVE DISPUTE RESOLUTION:

3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.24.1.1 Render a decision;

3.24.1.2 Notify the parties that the exhibits are available for retrieval; and

3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

- 3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
- 3.24.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.
- 3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
- 3.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 3.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.25.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:
- 3.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 CONTRACTOR LICENSE REQUIREMENT:

- 3.27.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

EBSCO INDUSTRIES, INC., 10 ESTES STREET, IPSWICH, MA 01938

RESPONDENT NAME: **EBSCO Industries, Inc.**
 ADDRESS: **10 Estes Street Ipswich, MA 01938**
 P.O. ADDRESS:
 TELEPHONE NUMBER: **800-653-2726**
 FACSIMILE NUMBER: **978-356-6565**
 WEB SITE: **www.ebscohost.com**
 REPRESENTATIVE: **Alex Smith**
 REPRESENTATIVE E-MAIL: **asmith@ebscohost.com**

| | <u>YES</u> | <u>NO</u> | <u>REBATE</u> |
|------------------------------------------------------------------------|-------------------------------------|-------------------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | % |

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES **N/A** % OF TOTAL BID AMOUNT. (If Applicable)

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.
 PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO
 CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

☒ NET 30 DAYS ☐ 2% 10 DAYS NET 30 DAYS ☐ 5% 30 DAYS NET 31 DAYS

PRICING SHEET: NIGP CODE **9567001**

Vendor Number: **W000002003 X**

Contract Period: **To cover the period ending January 31, 2014.**

INGRAM LIBRARY SERVICES INC., ONE INGRAM BLVD., PO BOX 3006, LA VERGNE, TN 37086

ATTACHMENT A- PRICING

RESPONDENT NAME: **Ingram Library Services Inc.**
 ADDRESS: **One Ingram Blvd.**
La Vergne, TN 37086
 P.O. ADDRESS:
 TELEPHONE NUMBER: **(800) 937-5300**
 FACSIMILE NUMBER: **(615) 213-6004**
 WEB SITE: **www.ingramlibrary.com**
 REPRESENTATIVE: **Jay Blint**
 REPRESENTATIVE E-MAIL: **jay.blint@ingrambook.com**

| | <u>YES</u> | <u>NO</u> | <u>REBATE</u> |
|-----------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | % |
| <small>(Payment shall be made within 48 hours of utilizing the Purchasing Card)</small> | | | |
| FUEL COMPRISES | % OF TOTAL BID AMOUNT. (If Applicable) | | |

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.
 PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO
 CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

☐ NET 10 DAYS ☐ NET 45 DAYS ☒ 1% 10 DAYS NET 30 DAYS

PRICING SHEET: NIGP CODE **9567001**

Vendor Number: W000015436 X

Contract Period: To cover the period ending **January 31, 2014.**

LIBRARY IDEAS, LLC, 333 MAPLE AVENUE EAST #105, VIENNA, VA 22180

ATTACHMENT A- PRICING

RESPONDENT NAME: **Library Ideas, LLC**
 ADDRESS: **333 Maple Avenue East #105 Vienna, VA 22180**
 P.O. ADDRESS:
 TELEPHONE NUMBER: **571-730-4300**
 FACSIMILE NUMBER: **571-730-4305**
 WEB SITE: **www.libraryideas.com**
 REPRESENTATIVE: **Brian Downing**
 REPRESENTATIVE E-MAIL: **briand@libraryideas.com**

| | <u>YES</u> | <u>NO</u> | <u>REBATE</u> |
|--------------------------------------------------------------------------|----------------------------------------|-------------------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: | <input type="checkbox"/> | <input type="checkbox"/> | % |
| (Payment shall be made within 48 hours of utilizing the Purchasing Card) | | | |
| FUEL COMPRISES | % OF TOTAL BID AMOUNT. (If Applicable) | | |

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.
 PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO
 CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

☒ NET 30 DAYS ☐ 2% 10 DAYS NET 30 DAYS ☐ 5% 30 DAYS NET 31 DAYS

PRICING SHEET: NIGP CODE **9567001**

Vendor Number: **W000017026 X**

Contract Period: **To cover the period ending January 31, 2014.**